

EXHIBIT 2

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UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

BEFORE THE HONORABLE WILLIAM H. ALSUP, JUDGE

WAYMO, LLC,)	
)	
Plaintiff,)	
)	
VS.)	No. C 17-00939 WHA
)	
UBER TECHNOLOGIES, INC.,)	
et al.,)	
)	
Defendants.)	
)	San Francisco, California
		Thursday, April 27, 2017

TRANSCRIPT OF PROCEEDINGS

APPEARANCES:

For Plaintiff:

QUINN, EMANUEL, URQUHART & SULLIVAN LLP
50 California Street
22nd Floor
San Francisco, California 94111
BY: CHARLES K. VERHOEVEN, ESQ.
MELISSA J. BAILY, ESQ.
JAMES D. JUDAH, ESQ.
JOHN W. MCCUALEY, IV, ESQ.

For Defendants:

MORRISON & FOERSTER, LLP
425 Market Street
San Francisco, California 94105
BY: ARTURO J. GONZÁLEZ, ESQ.
MICHAEL A. JACOBS, ESQ.

Reported By: BELLE BALL, CSR 8785, CRR, RDR
Official Reporter, U.S. District Court

(Appearances continued, next page)

1 not referring to claims that involve some other company. I'm
2 talking about claims that involve Uber and Levandowski. But you
3 haven't sued Levandowski over Uber, yet.

4 Maybe -- so I'm asking you: Will you forego any claims in
5 any forum against Levandowski similar to those asserted herein,
6 meaning similar to those asserted against Uber and Otto,
7 specifically, that rely upon any agreement containing an
8 arbitration clause?

9 **MR. VERHOEVEN:** So let me see if I can answer, be
10 responsive. We are not going to turn around and sue Levandowski
11 for breach of his employment agreement based on misappropriation
12 of trade secrets. We are not going to do that.

13 Now, whether we were to assert some non- -- some claim
14 against him that's not based on the agreement, we haven't made
15 any conclusions about that yet. But I can represent to you that
16 we are not going to turn around -- if you deny this motion to
17 compel, we are not going turn around and a week later file a
18 complaint against Levandowski based on breach of the employment
19 agreement on these same facts. We're just very concerned about
20 waiving any unexpected things that might come up. And also,
21 waiving the ability, for example, to seek recoupment of monies
22 paid.

23 So it gets a little tricky. So, especially on that last
24 claim, Your Honor. But we have no intention of having some
25 parallel proceeding where we allege the same claims against

1 Levandowski.

2 **MR. HUME:** Your Honor, may I respond?

3 **MR. VERHOEVEN:** And if I may just say one other thing?

4 **THE COURT:** Go ahead.

5 **MR. VERHOEVEN:** This isn't relevant to whether or not Uber
6 has standing to compel arbitration. The law is crystal clear on
7 what's required in order for a non-signatory under California
8 law to have standing to compel arbitration.

9 **THE COURT:** Well, I'm looking right at the Ninth Circuit's
10 statement of that law. I'm going to read it out loud.

11 **MR. VERHOEVEN:** Okay.

12 **THE COURT:** There are two circumstances. Here is what the
13 Ninth Circuit said in 2013, that's the California law on this
14 point (As read) :

15 "Where a non-signatory..."

16 That's Uber, for example.

17 "Where a non-signatory seeks to enforce an
18 arbitration clause, the doctrine of equitable
19 estoppel applies in two circumstances. One, when a
20 signatory must rely on the terms of the written
21 agreement in asserting its claims against the
22 non-signatory, or, the claims are intimately founded
23 in and intertwined with the underlying contract."

24 So that's -- that's number one. And that ties in with
25 Question No. 1 that I asked earlier.

CERTIFICATE OF REPORTER

I, BELLE BALL, Official Reporter for the United States Court, Northern District of California, hereby certify that the foregoing is a correct transcript from the record of proceedings in the above-entitled matter.


/s/ Belle Ball
Belle Ball, CSR 8785, CRR, RDR

Friday, April 28, 2017